

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Assignment of IFB-3114-05/LJS -Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Lisa Spillman

EXT: 7118

MOTION/RECOMMENDATION:

Approve Assignment of IFB-3114-05/LJS - Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

County-wide

Ray Hooper

BACKGROUND:

IFB-3114-05/LJS provides for the collection and disposal of medical waste from Seminole County Fire Stations. On July 21, 2009 Stericycle, Inc. acquired substantially all of the assets of Bio-Tech Medical Waste Transfer, Inc. Stericycle agrees to honor all of the terms and conditions of the contract with Seminole County as currently established.

STAFF RECOMMENDATION:

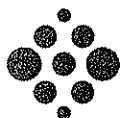
Staff recommends that the Board approve Assignment of IFB-3114-05/LJS - Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

ATTACHMENTS:

1. Stericycle Letter
2. Assignment

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)



Stericycle®
Protecting People. Reducing Risk.™

August 25, 2009

(By E-Mail to Militello@fdva.state.fl.us)

Alexander "Sandy" Nining State Veterans' Nursing Home
c/o Mr. Larry Militello
8401 West Cypress Drive
Pembroke Pines, FL 33025

*Re: Assignment of Biomedical Waste Disposal Contract Between Nining State Veterans'
Nursing Home and Biotechnology Medical Waste Transfers, Inc. to Stericycle, Inc.*

Dear Mr. Militello:

As you know, Biotechnology Medical Waste Transfers, Inc., a Florida corporation ("Biotech"), provides biomedical waste collection services under the terms of its contract with the Florida Department of Veterans Affairs (Alexander Nining State Veterans' Nursing Home) (the "Contract"). On July 21, 2009, Stericycle, Inc., a Delaware corporation ("Stericycle"), acquired substantially all of the assets of Biotech used in its medical waste disposal business. Subject to your approval, Stericycle looks forward to continuing to provide services under the Contract. Stericycle agrees to honor all of the terms and conditions of the Contract. If you would like to make changes to any of these terms, Stericycle is happy to discuss this with you.

Should you require additional information related to Stericycle, please do not hesitate to contact me at the number below or by e-mail at JBowman@Stericycle.com. For your information, all of Stericycle's publicly filed disclosure documents are available on the Securities and Exchange Commission's website at www.sec.gov.

Should you wish to speak to someone at Stericycle in connection with any specific contract concerns, please contact:

Dietrah Weber, Government Specialist
Stericycle, Inc.
2333 Waukegan Road, Suite 200
Bannockburn, IL 60015
847-943-6744 phone
866-529-6092 fax
dweber@stericycle.com

Thank you for your assistance in this matter.

Sincerely,

Jennifer Bowman
Vice President Integration
Stericycle, Inc.

Stericycle, Inc.

28161 North Keith Drive • Lake Forest, IL 60045 • Phone: 847.367.5910 • Fax: 847.367.9462 • www.stericycle.com

**ASSIGNMENT OF TERM CONTRACT FOR MEDICAL WASTE DISPOSAL SERVICES FOR
PUBLIC SAFETY DEPARTMENT (IFB-3114-05/LJS)**

THIS ASSIGNMENT is made and entered into this _____ day of _____, 20__, by and between BIO-TECH MEDICAL WASTE TRANSFER, INC., whose address is 2910 Dusa Drive, Melbourne, Florida 32934, hereinafter called "ASSIGNOR", STERICYCLE, INC., whose address is 28161 North Keith Drive, Lake Forest, Illinois 60045, hereinafter called "ASSIGNEE", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY and ASSIGNOR entered into a Term Contract for Medical Waste disposal Services for the Public Safety Department (IFB-3114-05/LJS) on July 1, 2005, as amended on July 17, 2009, whereby ASSIGNOR agreed to provide COUNTY with medical waste disposal services on a continuing basis; and

WHEREAS, ASSIGNOR, as of July 21, 2009, was substantially acquired by the ASSIGNEE; and

WHEREAS, both majority shareholders and executives of ASSIGNOR desire this assignment; and

WHEREAS, Section 14 of the Term Contract entered into between COUNTY and ASSIGNOR on July 1, 2005, as amended on July 17, 2009, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

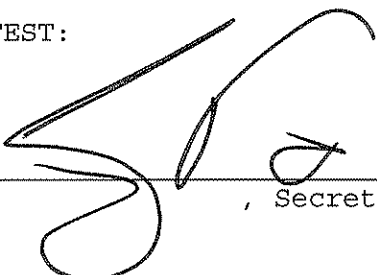
(1) ASSIGNOR assigns all of its rights in that certain Term Contract with the COUNTY, dated July 1, 2005, as amended on July 17, 2009, for medical waste disposal services (IFB-3114-05/LJS) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Term Contract dated July 1, 2005, as amended on July 17, 2009, to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Term Contract, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Term Contract dated July 1, 2005, as amended on July 17, 2009.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST:


_____, Secretary

(CORPORATE SEAL)

BIO-TECH MEDICAL WASTE
TRANSFER, INC.


By:  PRES.

BEAU MILO, President

Date: 9/8/09

ATTEST:

STERICYCLE, INC.


_____, Secretary

(CORPORATE SEAL)

By: 

MARK C. MILLER, Chairman

Date: 9-21-09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

County Attorney

AEC/lpk

9/1/09

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